

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT F

INSTRUCTIONS TO BIDDERSF-1. OVERVIEW

F-1.1 All provisions of these specifications apply equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-1.2 The sole purpose for this RFP is to provide a facility from which to deliver services to the citizens of the State of Missouri and/or conduct the business of the state. It is essential the facility be readily adaptable to the functional needs of the program. Therefore, the state must have the latitude to arrange the interior of the facility (reception area, offices, conference room(s), restroom(s), etc.) to the fullest extent possible. Bidders must identify and attach any and all restrictions (permanent walls, plumbing locations, mechanical equipment, etc.) to the Proposal Form. If such restrictions are not identified and attached, the Bidder must assume full responsibility for constructing, remodeling and/or renovating the facility in accordance with the state's needs.

F-1.3 Please visit our web site at <http://www.oa.state.mo.us/fm/leasing> to view the Mission Statement, Current Statewide Bidders List, Bidders Application, Upcoming RFPs, State Regulations Governing Leasing, Leasing Policy and Process, Inventory of Leases and information on most recent awards.

F-2. PREVAILING WAGE

F-2.1 Prevailing Wage, RSMo 290.220, declares the policy of the State of Missouri to be "that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work." Lessors who construct or renovate property for lease to the State of Missouri are deemed to be employing workers on behalf of a public body and must pay the prevailing wage to all workers employed thereon when the cost of the construction or renovation exceeds \$25,000.00. Attachment L to this RFP is a listing of the prevailing wage for all crafts in the specified area.

F-2.2 The successful Bidder/Lessor shall forfeit to the state \$10.00 per worker, per day, for each calendar day or portion thereof such worker is paid less than the said prevailing wage for any work done under said contract by the contractor or subcontractor.

F-2.3 The successful Bidder/Lessor shall maintain accurate records pertaining to wages paid all workers employed on the project for a period of one year following completion of the project.

F-2.4 Upon completion of the project, an affidavit must be submitted to the Division of Facilities Management (DFM) certifying that the Lessor, his general contractor and all subcontractors have fully complied with the Prevailing Wage Law.

F-2.5 All questions regarding the Prevailing Wage Law should be addressed to the Department of Labor and Industrial Relations, Division of Labor Standards, Prevailing Wage Section, 3315 West Truman Boulevard, P.O. Box 449, Jefferson City, Missouri 65102-0449.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-3. SUBMITTING A PROPOSAL

F-3.1 All proposals must be submitted in a sealed envelope or package; all proposals must be received and officially stamped with the date and time at 3225 West Truman Boulevard, Suite 100, Jefferson City, Missouri 65109, no later than the exact time specified in the RFP. No proposal will be opened or accepted if received after the specified time for receiving proposals. The sealed envelope or package containing a proposal should be clearly marked on the outside with the enclosed completed green and white Identification Label. The Bidder must assume full and total responsibility for assuring the proposal is delivered to the specified location prior to the specified time and date.

F-3.2 All proposals should be submitted on the Proposal Form provided by DFM (Attachment D). Any proposal not submitted on the Proposal Form may be rejected. No telephonic, telegraphic or facsimile bids will be accepted. If more than one proposal is being submitted by a Bidder, each proposal should be packaged individually within the sealed envelope to ensure each proposal is recognized and read.

F-3.3 Bidders must list and describe on a separate sheet any and all variances from these specifications (i.e. Instructions to Bidders, Specifications for Office Space and any and all other attachments), append said sheet to the Proposal Form and place an "X" in the "Variance Requested" box on the Proposal Form indicating these variances are a condition of the bid. Otherwise, the Bidder will be expected to perform in strict compliance to all specifications and attachments contained in this bid package, Notice of Award and the Lease.

F-3.4 In order to avoid misunderstandings, written inquiries are strongly encouraged and such inquiries should be received at least 14 calendar days prior to the specified opening date.

F-3.5 Bidders may withdraw their proposals at any time prior to the scheduled closing time for receipt of bids, but no bid may be withdrawn for a period of 90 calendar days following the scheduled bid opening date.

F-3.6 The Bidder should offer a firm, fixed annual Base Bid rental rate that remains constant throughout the life of the Lease. Proposals that include an increase in the Base Bid rate may be declared non-responsive and excluded from consideration for award.

F-3.7 Legislative Districts: The Bidder should specify on the Proposal Form the Senatorial and Representative District in which the proposed property is located. This information is necessary in order to address legislative notification responsibilities.

F-4. SITE SELECTION

F-4.1 Bidders should make every effort to locate a suitable site prior to their bid submittal. However, at the time of the bid evaluation, the Bidder must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Bidder's proposal and forfeiture of bid surety.

F-4.2 The successful Bidder has 30 days from the date of the Notice of Award to provide to the state documentation demonstrating ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of bid surety. If at a future date it is determined that the selected site will not be able to be used, the state, at its option, will work with the successful Bidder to locate a new site with no increase in awarded dollar amount. If a suitable site cannot be located, the state will withdraw the award, in accordance with paragraph F-6.1.

F-5. SERVICES

F-5.1 Light Bulbs: The Bidder, as part of the Base Bid rental rate, must furnish and install all fluorescent and incandescent lights. Replacements must be provided and installed as needed to maintain lighting levels.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-5.2 Pest Control: The Bidder, as part of the Base Bid rental rate, must provide and pay for effective and safe pest control (insect and rodent).

F-5.3 Lawn Care: The Bidder, as part of the Base Bid rental rate, must provide general lawn care and maintenance to include, but not be limited to, cutting and trimming grass on all sides of the premises, removing all weeds, debris and trash, trimming all shrubs and removal of litter from the parking lot to insure a well-maintained appearance.

F-5.4 Snow & Ice Removal: The Bidder, as part of the Base Bid rental rate, must provide snow and ice removal from sidewalks and parking lot. All accumulation should be removed prior to 7:30 a.m. of each workday. Driving lanes should be cleared during working hours if snow or ice accumulates.

F-5.5 Trash Removal: The Bidder, as part of the Base Bid rental rate, must provide trash receptacles and removal at least one time per week.

F-5.6 Parking: The Bidder, as a part of the Base Bid rental rate, should provide a parking area as specified in Attachment G and Attachment A.

F-5.7 Utilities and Janitorial: Proposals in which the Lessor provides utilities and janitorial services are highly desirable and the Bidder is encouraged to offer an annual charge for the Lessor to provide utility and janitorial services. This charge should be entered on the Proposal Form as a separate charge from the Base Bid rental rate, even if the proposed area is not or cannot be metered independently. If the premises cannot be metered independently, the Bidder must so state on the Proposal Form.

F-5.7.1 If the Bidder is unable or unwilling to offer the state the option of a base bid rental rate excluding utilities and janitorial services, the Proposal Form should clearly state that the premises are only offered at a single rental rate.

F-5.8 Any special conditions, rules or requirements by the Lessor pertaining to the occupancy of the proposed premises must be stipulated on the proposal.

F-5.9 Public Transportation: When public transportation is available within the requested geographic boundaries, access should be provided within a one-block radius of the proposed site.

F-6. BONDING REQUIREMENTS

F-6.1 A surety document in the form of a cashier's check or bid bond, payable to the State of Missouri in the amount as indicated in Attachment A, must accompany the submitted proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Bidder fails to comply with the terms and conditions of the RFP and his proposal.

F-6.2 The surety document submitted by unsuccessful Bidders will be returned at the time the Notice of Award is issued to the successful Bidder or at the end of the 90 day period upon written request by the Bidder.

F-6.2.1 The surety document may, at the sole discretion of the state, be returned prior to the 90 day period upon written request by Bidder.

F-6.3 The successful Bidder must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the State of Missouri in the amount indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Bidder's proposal will be returned immediately upon the state's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-6.4 The successful Bidder's surety document may be forfeited in part or in full if the successful Bidder fails to accept a lease, fails to fully comply with all provisions of the specifications and award or if the premises are not available for occupancy on the specified date.

F-6.5 The cashier's check or performance bond will be returned following the state's inspection of the premises and issuance of a "Certificate of Conditional Acceptance." (See F.10.2)

F-7. STATE RIGHTS/RESPONSIBILITIES

F-7.1 DFM is the exclusive representative of the state in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group including the agency occupying or to occupy the premises, other than DFM, shall interpret, define or explain any part of these specifications or obligate the State of Missouri in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the individual identified on the cover page of this document.

F-7.2 The state reserves the right to reject any and all bids and waive all variances and informalities in bids. The Lease contract will be awarded to the lowest and best Bidder, in writing only, by DFM.

F-7.3 If no responsive or acceptable bids are received, the state may, at its sole option, initiate a new bid process or enter into negotiations with selected individuals to provide the premises.

F-7.4 Any signage displayed on the premises during construction or renovation that refers to the State of Missouri or any of its agencies or offices must have prior written approval of DFM.

F-7.5 The state will award the Lease to the Bidder offering the "lowest" and "best" proposal with 75% consideration given to "lowest" and 25% consideration given to "best." Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels. (See Attachment I for details.)

F-7.6 The state must have the right to "screen" all member(s) of the janitorial workforce for criminal records.

F-8. ARCHITECTURAL DRAWINGS

F-8.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a footprint. The footprint should include the following items: columns, plumbing, windows, exterior doors and mechanical rooms. The footprint must include all interior and exterior dimensions and note any variances.

F-8.2 Within 60 calendar days of issuance of an approved floor plan by DFM, the successful Bidder must submit documentation to demonstrate that the facility will be in full compliance with the Specifications for Office Space (Attachment G) and other pertinent requirements of the specific bid package. This documentation should include, but not be limited to, the following plans and specifications:

- | | | |
|---------------------------------------|--------------------|--|
| 1. Site Plan/Elevations/Contour Lines | 4. Plumbing Plan | 7. Door and Window Schedule |
| 2. Plans/Elevations | 5. HVAC Plan | 8. Plans/Elevations for ADA Compliance |
| 3. Building Sections Plan | 6. Electrical Plan | 9. Tabulation of the structure load, including design and code requirements which must be noted on the drawings. |

The above mentioned plans and specifications must be prepared and sealed by an architect or professional engineer registered with the State of Missouri. A minimum of three sets of the final plans and specifications must be submitted.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-8.3 Said plans and specifications must be sent to:

Division of Facilities Management
Facility Leasing Section
3225 West Truman Boulevard, Suite 100
Jefferson City, Missouri 65109

F-8.3.1 Architectural Drawings: If possible, the architectural drawings should also be submitted on a computer disk. The software the state's system supports is AutoCad release 13 DXF Format. The drawings may also be submitted via the Internet. Other CADD systems may also be compatible. Contact DFM Leasing Coordinator for additional information.

F-8.4 The Bidder must assume full responsibility and liability for the actions of the architect, professional engineer, contractor(s) or subcontractor(s) for compliance with these specifications. All field verifications are the responsibility of the architect, professional engineer, contractor(s) or subcontractor(s).

F-8.5 Receipt of documents later than 60 calendar days after issuance of an approved floor plan may constitute grounds for withdrawal of the award and forfeiture of the surety document. The drawings and specifications shall be reviewed by DFM and the Tenant within 30 days of receipt for compliance with provisions of the RFP. This review should not be interpreted as an endorsement or approval of design or construction plans, materials or codes. The state reserves the right to require changes in the documents or to reject changes proposed by the Bidder. Upon review of the documents (and if changes are required, receipt of corrected documents) by DFM and the Tenant, the Bidder shall receive a written Notice to Proceed from DFM. A Limited Notice to Proceed may be issued to the Bidder upon written approval by the state. Construction or renovation of the premises should not proceed until a written Notice to Proceed or Limited Notice to Proceed is received by the successful Bidder. Work performed on the project prior to receipt of a written Notice to Proceed will be solely at the risk of the Bidder. No deviations from the floor plan and specifications will be allowed without re-submission to and written approval from DFM.

F-8.6 Review of the plans and specifications and inspections at the site by the State of Missouri shall in no way absolve the Lessor of any United States or State of Missouri requirements or supplant any requirements, inspections, licenses, ordinances, etc., required by the political subdivision in which the construction or renovations shall take place.

F-8.7 The provision requiring submission of plans applies equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-9. INSPECTIONS

F-9.1 Representatives of the State of Missouri shall inspect the premises periodically to determine whether or not the premises are in compliance with the terms of the specifications and proposal. If deficiencies are discovered, the Lessor will be notified and directed to correct the deficiencies. Upon notification from the Lessor that all deficiencies have been corrected, the state shall perform a second inspection within 30 days.

F-9.2 Should the state's on-site inspections reveal noncompliance with codes, ADAAG or state specifications, the Lessor will be formally notified of such findings and required to correct the deficiencies within a specified time period. In the event corrective action is not taken within 30 days or the specified time period, rental payments may be withheld until the deficiencies are corrected.

F-9.3 The state will inspect the premises conditional acceptance and for compliance no more than two times at the state's expense. If more than two inspections are required to confirm compliance, the state may, at its sole option, require reimbursement for any and all expenses associated with additional inspections at a rate of \$40.00 per hour to include travel time from portal to portal.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-9.4 The premises must comply with all provisions of these specifications and the Lease for the full term of the Lease (initial and extension periods). No inspection or certification will relieve the Lessor from compliance with these specifications and the Lease.

F-10. OCCUPANCY

F-10.1 The target dates for completion and occupancy are as specified in Attachment A. The Bidder must specify on the Proposal Form the number of days needed for construction/build out from the Notice to Proceed. The number of days specified in the bid proposal will be added to the date of the Notice to Proceed to determine the completion date.

F-10.2 Certificate of Conditional Acceptance: DFM will issue a Certificate of Conditional Acceptance when the facility is substantially completed and can be safely occupied. Issuance of the certificate shall not be arbitrarily withheld. The Certificate of Conditional Acceptance will specify when the rent shall begin. For a partial month, rent will be paid on a per diem basis. If the Lessor allows the Tenant to move in prior to issuance of the Certificate of Conditional Acceptance, the Lessor does so at its own risk and cost. The Lessor should provide 15 working days between completion and occupancy. This Certificate of Conditional Acceptance is in addition to (not in lieu of) any occupancy permit issued by a municipality.

F-10.3 The successful Bidder should notify DFM 45 days prior to the completion date. The time between completion and occupancy will be used by the state to install wiring, systems furniture, perform inspection and occupy.

F-10.4 The successful Bidder will provide construction clean-up of the facility to a "broom clean" condition. This will include the "sealing" of all new vinyl floors, washing of all windows, cleaning of the restrooms and lounge, and vacuuming and "spot cleaning" of the carpet.

F-10.5 The premises must be available by the completion date stated. The initial period of the Lease herein proposed shall begin on the date specified on the Certificate of Conditional Acceptance and shall terminate on the next 30th day of June, unless otherwise specified.

F-10.6 In the event the premises are not available for occupancy on the specified date, the rental payment specified shall not be paid until the premises are occupied. In addition, liquidated damages in the amount of two times the daily rental rate will be assessed against the Bidder for each 24 hour period occupancy is delayed. The daily rental rate shall be calculated as 1/365th of the annual rental rate as proposed. Further, it is mutually agreed that this sum is set out as the damage the state would suffer as a result of the Bidder's failure to comply with this provision. This sum will be deducted from normal rental payments.

F-11. LEASE

F-11.1 Attachment K is a copy of a standard Lease used by the State of Missouri. The successful Bidder will be required to enter into this Lease upon award of the bid. Bidders should not complete any parts of the sample Lease attached to these specifications. DFM will prepare the Lease and send it to the successful Bidder for signature. Bidders should carefully review all provisions of the standard Lease to insure acceptability. No alterations to the basic provisions and format of the Lease will be made following the Notice of Award.

F-11.2 All rental payments will be made on a monthly basis in arrears and are payable on the last day of the month for which payment is due and owed. The state may require the Lessor to receive monthly rental payments through direct deposit of funds.

F-11.3 The Lessor shall permit the Lessee to modify and maintain ownership of the data/telecommunication (d/t) systems necessary for the Tenant's business throughout the term of Lease. Upon termination of the Lease, the ownership of the d/t wiring will become the property of the Lessor.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-11.4 The Lessor shall be responsible for the repair and maintenance of the building and all equipment and fixtures furnished by the Lessor. Additionally, the Lessor is responsible for all property taxes and insurance. The Lessee cannot assume responsibility for repair and maintenance of leased property.

F-11.5 The Lessor may, at a reasonable time and with the approval of Lessee's authorized representative, enter the premises to perform inspections and maintenance of the premises and property. Said approval by the Lessee shall not be arbitrarily withheld.

F-11.6 The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes in tenancy are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

F-11.7 It is understood between the Lessor and Lessee that moneys to fund rental and all other payments due under this Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is further understood and agreed to by the Lessor and Lessee that this Lease shall not be binding upon the Lessee or Lessor unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rent or for any other payment under this Lease on behalf of the Lessee for any fiscal year during the initial period or extension period of the Lease.

F-12. EXTENSION PERIOD(S):

F-12.1 The Lessor must grant to the Lessee the option to extend the Lease for three two-month periods following the expiration date at the same rental rate, as paid during initial Lease. Lessee must notify Lessor of its intent to exercise the extension no later than 60 days before the expiration of the Lease or 30 days before the expiration of any extension period.

F-12.2 Prior to issuance of the Notice to Proceed the Bidder may request and the state may grant one additional year to the Lease if the first year of the Lease is for less than nine months.

F-12.3 The Lessor may grant the Lessee the option to extend for an additional five years if both parties mutually agree on all terms and conditions.

F-13. NET RENTABLE SQUARE FOOTAGE

F-13.1 Net Rentable Area - Single Tenancy Floor: Net rentable area of a single tenancy floor, whether above or below grade, shall be computed by measuring to the inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Net rentable area shall include all areas within outside walls, less stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel. Restrooms exclusively serving the Lessee and guests shall be included in the net rentable area. No deductions shall be made for columns, pilasters or other structural projections. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-13.2 Net Rentable Area - Multiple Tenancy Floor: The net rentable area of a multiple tenancy floor, whether above or below grade, shall be the sum of all net rentable areas on that floor. The net rentable area of an office on a multiple tenancy floor shall be computed by measuring to the inside finish of permanent outer building walls, or to the glass line if at least 50% of the outer building is glass, to the office side of corridors common to all Tenants and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining rentable areas. Stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel shall be excluded from net rentable area. No deductions shall be made for columns, pilasters or other structural projections. Restrooms exclusively serving the Tenant and

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

guests shall be included in the net rentable area. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-14. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

F-14.1 In accordance with Executive Order 98-21, issued November 9, 1999, the successful Bidder is strongly encouraged to utilize minority and/or women owned businesses (M/WBE) to the fullest extent possible, but a minimum level of 20% for minorities and 10% for women owned businesses within metro areas, St. Louis and Kansas City (and/or 10% for minorities and 5% for women owned businesses within non-metro areas) of the total cost of construction or renovation if the costs exceed \$100,000.00.

F-14.2 The successful Bidder will be expected to complete and submit documentation of compliance with the above (F-14.1) specifications or documentation that a good faith effort was made.